

Acceptable Use Policy

Wireless LINC of NH and VT, Inc.

In order to provide high-quality customer service and to insure the integrity of Wireless LINC high-speed internet service, including but not limited to any service features that may be available (electronic mail, video mail, home networking, VOIP services, etc.) and any equipment used to provide high-speed internet service (collectively "Service"), Wireless LINC of NH and VT, Inc. ("Wireless LINC") has adopted this Acceptable Use Policy ("Policy"). This Policy, including its use restrictions, is in addition to the restrictions contained in the Wireless LINC Wireless Access Service Agreement.

Please read this Acceptable Use Policy ("AUP") prior to accessing the Service. The word "Subscriber" is used herein to refer to any individual who subscribes to the Service. By using the Service, Subscriber agrees to the terms of this Acceptable Use Policy. Wireless LINC reserves the right to immediately suspend or terminate the Subscriber's account or to undertake network management actions described herein without notice, at Wireless LINC's sole discretion, if Subscriber or others who use Subscriber's account violate this Acceptable Use Policy. Wireless LINC also reserves the right to immediately remove any material or information that violates this policy for any reason whatsoever at Wireless LINC's sole discretion without prior notice. By using the Service, Subscriber agrees to abide by, and require others using the Service through Subscriber's account to abide by, the terms of this AUP. Wireless LINC regularly updates and amends this AUP and Subscriber should consult Wireless LINC's website at www.wireless-LINC.com to be sure Subscriber remains in compliance. If Subscriber does not agree to be bound by these terms, Subscriber should immediately stop the use of the Service and notify the Customer Service Department as outlined in the Wireless Access Service Agreement so that Subscriber's account may be closed. Subscriber's continued use of the Service will constitute Subscriber's acceptance of and Agreement to this AUP and any posted amendments to this AUP.

USE

The Service is designed for personal and family use (residential use only) within a single household, or for small business use within a single location. Subscriber agrees that only the Subscriber and co-residents living in the same household – or in the case of a small business, that only the Subscriber & employees - will use the Service. The term "single household" means the Subscriber's home and includes an apartment, condominium, flat or other residential unit that may be used as a residence in any multiple dwelling unit. The term "single location" for a business means the building, portion of building, room or suite of rooms in which the primary business of the small business takes place. The Service is being provided solely for residential use in Subscriber's household or for the immediate business use of a small business, and any unauthorized access by a third party to email, internet access, or any other function of the Service relieves Wireless LINC of any affirmative obligations it may have, and is in violation of this Policy and the Wireless LINC Wireless Access Service Agreement. Subscriber is responsible for any misuse of the Service that occurs through Subscriber's account whether by a member of Subscriber's household or an authorized or unauthorized third party.

Subscriber may not establish a web page using a server located in Subscriber's home. Subscriber will not use, or allow others to use, Subscriber's home computer as a web server, FTP server, file server or game server or to run any other server applications or to provide network or host services to others via Wireless LINC's network. Subscriber will not use, or allow others to use, the Service to operate any type of business or commercial enterprise, including but not limited to, IP address translation or similar facilities intended to provide additional access. Subscriber will not advertise that the Service is available for use by third parties or unauthorized users. Subscriber will not resell or redistribute, or allow others to resell or redistribute, access to the Service in any manner, including but not limited to wireless technology. Wireless LINC reserves the right to disconnect or reclassify the Service to a higher grade or to immediately suspend or terminate Service for failure to comply with any portion of this provision or this Policy, without prior notice. Wireless LINC owns any and all email addresses

associated with the Service, and reserves the right to reclaim any such email address at any time and for any reason. Any violation of this Policy may lead to prosecution under state and/or federal law.

NO ILLEGAL OR FRAUDULENT USE

Subscriber will not use, or allow others to use, the Service to violate any applicable federal, state, local or international laws or regulations or to promote illegal activity, including but not limited to the Children's Online Privacy Protection Act, posting or transmitting child pornography or obscene material, gambling, the offering for sale of illegal weapons or substances, the promotion or publication of any material that may violate hate crime laws, or by exporting software or technical information in violation of U. S. export control laws. Subscriber will not use, or allow others to use, the Service to commit a crime, act of terrorism or fraud, or to plan, encourage or help others to commit a crime or fraud, including but not limited to, acts of terrorism, engaging in a pyramid or Ponzi scheme, or sending chain letters that request money or other items of value.

NO COPYRIGHT OR TRADEMARK INFRINGEMENT

Subscriber will not use, or allow others to use, the Service to send or receive, or otherwise use any information which infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not limited to, digitization of music, movies, photographs or other copyrighted materials or software. Subscriber must obtain appropriate authorization from such other person or entity prior to sending, receiving or using such materials. Subscriber represents and warrants that Subscriber is the author and copyright owner and/or authorized licensee with respect to any hosted content and Subscriber further represents and warrants that no hosted content violates the trademark, copyright, domain name or intellectual property rights of any third party. Wireless LINC assumes no responsibility, and Subscriber assumes all risks regarding the determination of whether material is in the public domain, or may otherwise be used for such purposes.

If Wireless LINC receives a notice from a copyright owner alleging any Subscriber has committed copyright infringement, Wireless LINC will notify the Subscriber of the alleged infringement. Wireless LINC may determine that Subscriber is a repeat copyright infringer if Wireless LINC learns that Subscriber has engaged in online copyright infringement on more than one occasion. Wireless LINC reserves the right to suspend or terminate the accounts of repeat copyright infringers.

NO THREATS, HARASSMENT OR TORTIOUS CONDUCT

Subscriber will not use, or allow others to use, the Service to post or transmit any material that threatens or encourages bodily harm or destruction of property, or which harasses, abuses, libels, defames, slanders or otherwise engages in tortious conduct.

NO HARM TO MINORS

Subscriber will not use, or allow others to use, the Service to harm or attempt to harm a minor, including but not limited to using the Service to send pornographic, obscene or profane materials involving minors.

NO "SPAMMING"

Subscriber will not use, or allow others to use, the Service to send unsolicited messages or materials, bulk email, or other forms of solicitation ("Spamming"). Wireless LINC reserves the right, in Wireless LINC's sole discretion, to determine whether such posting or transmission constitutes unsolicited messages or materials. Forging, altering, or removing electronic mail headers is prohibited. Deceiving any recipient as to the identity of the sender through any process is prohibited. Subscriber may not, or allow others to, reference Wireless LINC or the Wireless LINC network in any email in an attempt to mislead the recipient.

NO "HACKING"

Subscriber will not use, or allow others to use, the Service to access the accounts of others or to attempt to penetrate security measures of the Service or other computer systems ("hacking") or to cause a disruption of the Service to other on-line users. This includes, but is not limited to, achieving or attempting to achieve, or assisting others in achieving or attempting to achieve, any unauthorized access to any computer, cable or telecommunications system, network, software, data, information or any other proprietary material. Subscriber will not use, or allow others to use, tools designed for compromising network security, such as password-guessing programs, cracking tools, packet sniffers or network probing tools. In addition, Subscriber will not participate in, or allow others to participate in, the collection of email addresses, screen names, or other identifiers of others (without their prior consent), a practice known as spidering or harvesting, or participate in the use of software (including "spyware" or "adware") designed to facilitate this activity.

NO SYSTEM DISRUPTION

Subscriber will not use, or allow others to use, the Service to disrupt Wireless LINC's network or computer equipment owned by Wireless LINC or other Wireless LINC subscribers. This includes, but is not limited to, improperly interfering with, inhibiting, degrading, or restricting the use and operation of the Service by others, sending or receiving excessive data transfers (as determined in Wireless LINC's reasonable discretion) for the package or tier of service to which Subscriber subscribes, or modifying or altering in any manner any modem or modem configuration so as to allow its use beyond the parameters outlined by the specific level of service to which Subscriber subscribes. Any static or dynamic IP address must be specifically authorized and provisioned by Wireless LINC. Altering any IP addresses provisioned by Wireless LINC or otherwise cloning another user's IP address is prohibited. Subscriber also agrees that Subscriber will not use, or allow others to use, the Service to disrupt other Internet Service Providers or services, including but not limited to email bombing or the use of mass mailing programs. Subscriber may not use bandwidth in excess of that associated with the package or tier of service to which Subscriber subscribes. In addition, Subscriber will not, or allow others to, alter, modify, service or tamper with the Wireless LINC Equipment or Services or permit any other person to do the same who is not authorized by Wireless LINC.

SECURITY

Subscriber is solely responsible for the security of any device connected to the Service, including any data stored on that device. Wireless LINC recommends that Subscriber take appropriate security precautions for any systems connected to the Service. Subscriber is responsible for securing any wireless (WiFi) networks connected to the Service. Any wireless network installed by Subscriber or a Wireless LINC representative that is unsecured or "open" and connected to the Wireless LINC network will be deemed to be operating as an ISP and subject to the prohibition on commercial use set forth in section entitled "USE" above.

NO IMPERSONATION OR FORGERY

Subscriber will not use, or allow others to impersonate another user, falsify one's user name, company name, age or identity in email or in any post or transmission to any newsgroup or mailing list or other similar groups or lists, or knowingly or unknowingly create or use an email address that has the effect of being misleading. Subscriber will not, or allow others to, forge, alter, or remove any message header of any electronic transmission originating or passing through the Service. Subscriber will not, or allow others to, forge anyone else's digital or manual signature.

NO ABUSE OF NEWSGROUPS

Subscriber will not, or allow others to, post a similar item to more than six (6) newsgroups or mailing lists. Subscriber will not, or allow others to, post or transmit any private, third party email to any newsgroup or mailing list without the explicit approval of the sender. Subscriber will not, or allow others to, post messages that do not comply with or are not permitted by or otherwise violate the newsgroup's terms of use, written Wireless LINC FAQ or similar instructions or guidelines. Subscriber will also not circumvent the approval process for posting to a moderated newsgroup and will not "flood," "newsbomb," or otherwise disrupt users of newsgroups by posting a large number of messages to a newsgroup with the intent to hinder normal discussion, cancel messages of others (except as an authorized moderator), send excessive quantities of data to a newsgroup, post binary files to newsgroups that do not expressly permit them or download any newsgroup in bulk unless expressly permitted.

USE OF CHAT ROOMS AND SIMILAR INTERACTIVE PROGRAMS

Subscriber will not, or allow others to, participate in chat rooms, bulletin boards, discussion groups or other interactive sections of the Internet ("Chat Rooms") that Subscriber or a person using Subscriber's Service has been banned from using. Subscriber will not, or allow others to, violate the Acceptable Use Policy of the server or Chat Room. In addition, Customer will not, or allow others to: flood or across such Chat Rooms (sending messages or material in quick succession with the intent to disrupt use of such Chat Rooms by others); use automated programs such as "bots" or "clones" to participate in Chat Rooms unless Subscriber is physically present at Subscriber's computer; manipulate any Chat Room server to harass or disconnect other Internet users or to gain privileges that Subscriber is not entitled to; sent Chat Room messages to recipients who have indicated their desire not to receive such messages; or forge, alter or hide Subscriber's identity.

NO EXCESSIVE USE OF BANDWIDTH

Excessive bandwidth is usage beyond a reasonable level for the Service subscribed to. Wireless LINC reserves the right to revise usage limits or to implement additional usage limits. In the event residential usage exceeds reasonable limits, Subscriber will be notified and required to either limit Subscriber's bandwidth consumption to permitted levels/limits or subscribe to a higher subscription if a higher limit subscription is available. In the event Subscriber does not limit bandwidth consumption to permitted levels/limits after notice of the same, Wireless LINC may determine, at Wireless LINC's sole discretion, that Subscriber is using an excessive amount of bandwidth over the Wireless LINC network infrastructure for Internet access or other functions using public network resources during any period of time. Wireless LINC may thereafter: (a) adjust, suspend or terminate Subscriber's account or Service at any time without notice; (b) require Subscriber to upgrade Subscriber's service level and pay additional fees in accordance with Wireless LINC's then-current applicable rates for such Service; (c) cap Subscriber's usage or limit aggregate bandwidth available to Subscriber; (d) implement prioritization of traffic; (e) implement protocol filtering; or (f) use any technology to be chosen by Wireless LINC at its sole discretion including, but not limited to, packet-reset and/or other packet management technology to slow Service to Subscriber for purposes of conserving bandwidth. Wireless LINC may also notify Subscriber of excessive use and request Subscriber to employ corrective or self-limiting actions to comply with this provision.

NO "VIRUSES"

Subscriber will not use, or allow others to use, the Service to transmit computer "viruses," "worms," "Trojan Horses," denial of service attacks or other harmful software programs, or information containing any lock, key, bomb, worm, cancelbot, or other harmful feature. Subscriber will use standard practices to prevent the transmission of such viruses or other harmful software and information. As software or other content downloaded from the Service may contain viruses, it is Subscriber's sole responsibility to take appropriate precautions to protect Subscriber's computer from damage to its software, files and data.

RIGHT TO MONITOR

Neither Wireless LINC nor any of its affiliates, suppliers or agents have any obligation to monitor transmissions or postings (including, but not limited to, email, newsgroup, and instant message transmission, as well as materials available on the personal web pages and online storage features) made on the Service. However, Wireless LINC and its affiliates, suppliers and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy, including for purposes of management of the network and implementing limitation of bandwidth use and to disclose, block or remove them in accordance with the Wireless LINC Wireless Service Access Agreement and any other applicable agreements and policies.

OTHER SERVICE PROVIDERS' ACCEPTABLE USE POLICIES

Wireless LINC obtains services from and relies upon many other entities to provide the Service to Subscriber. Where Subscriber accesses Services of other entities through the Service, Subscriber agrees to and shall abide by the publicized acceptable use policies of such other known entities.

NO WAIVER

The failure of Wireless LINC or its affiliates to enforce any provision of this AUP shall not be construed as a waiver of any right to do so at any time.

REVISIONS TO POLICY

Wireless LINC reserves the right to update or modify this Policy at any time and from time to time with or without prior notice. Continued use of the Service will be deemed acknowledgement and acceptance of this Policy. Notice of modifications to this Policy may be given by posting such changes to Wireless LINC's homepage (www.wireless-linc.com), by electronic mail or by conventional mail, and will be effective immediately upon posting or sending. Subscribers should regularly visit Wireless LINC's website and review this Policy to ensure that Subscriber's activities conform to the most recent version. In the event of a conflict between any Subscriber or Customer Agreement and this Acceptable Use Policy, the terms of the Policy will govern. Questions regarding this Policy and complaints of violations of this Policy by Wireless LINC Subscribers should be directed to wireless-linc@sns.com.

Acceptable Use Policy effective November 16, 2011

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